

Government of Democratic Socialist Republic of Sri Lanka

Ministry of Finance, Planning and Economic Development

Trade National Single Window System Project

Department of Trade and Investment Policy
Ministry of Finance, Planning and Economic Development

Procurement of Goods under National Competitive Bidding (NCB)

PROCUREMENT OF IT HARDWARE AND PERIPHERALS FOR TNSW SYSTEM
Contract No: *[NSW/2026/2.8]*

Contract No:

Telephone No. 011 2696947

E-Mail: nsw@tipd.treasury.gov.lk

Address

Trade National Single Window System Project

Department of Trade and Investment Policy, Ministry of Finance, Planning and Economic Development

219A, Block 02, 2nd Floor, BMICH, Colombo 07

Issued date

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Invitation for Bids

PROCUREMENT OF IT HARDWARE AND PERIPHERALS FOR TNSW SYSTEM

The Chairman, Project Procurement Committee on behalf of the **Trade National Single Window System Project**, Department of Trade and Investment Policy, Ministry of Finance, Planning and Economic Development invites sealed bids from eligible and qualified bidders for the supply of Procurement of IT Hardware and Peripherals for TNSW System, as stated below. Bidding will be conducted through National Competitive Bidding. Interested eligible bidders may bid for one lot or more. (single item, multiple items or all items specified in the bid document)

Lot	**Item ID**	**(Description of Goods)**	**Qty.**	**Bid Security (Valid until 01st April 2027) (LKR)**	**Non-Refundable Payment (LKR)**	
Lot 01	a	Desktop Computers	105	665,000.00	For all lots 12, 500.00	Lot 1 – 12500.00
	b	Laptops	28			
Lot 02	c	Printers	34	51,000.00		Lot 2 or/and Lot 3 - 2,000.00
Lot 03	d	Tablets	25	20,000.00		

A pre-bid meeting will be held at the following address **at 10.30 a.m. on 25th Nov 2026**

The interested and eligible bidders may obtain further information from Procurement Specialist, T.P 011 2696947 or E mail: nsw@tipd.treasury.gov.lk **during working days, from 9.00 a.m.to 4.00 p.m.**

A complete set of Bidding Document in English language may be inspected and purchased by interested bidders on a submission of a written application to the Project Director upon payment of a non-refundable fee as above at the working days between 9.00 a.m. and 3.00 p.m. from 12th November 2026 to 02nd December 2026 the Bidding Documents can also be viewed from the eGp procurement portal and our web site – www.onetrade.lk (for viewing only). The Bidders shall bear all costs associated with the preparation and submission of its bid.

Bids shall be delivered in duplicate marked as "Original" and "Copy", in one sealed cover to the address indicated below or shall be deposited in the tender box placed at the Procurement Division, of Trade National Single Window System Project, **on or before** 03rd December 2026 **at 2.00 p.m.** The bid shall be valid up to 91 days (valid up to 04th March 2027) and **Bid security valid** up to **01st April 2027.** Bids will be opened soon after the closing of bids on **03rd December 2026 at 2.00 p.m.** in the presence of the bidders or their representatives who choose to attend. *The addresses referred to above is*

Project Procurement Committee

Trade National Single Window System Project,
219A, Block 02, 2nd Floor, BMICH,
Colombo 07
www.onetrade.lk

Section I: Instructions to Bidders (ITB)

General

1. Scope of Bid

1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Services and Related ancillary Services incidental there to as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS The name, identification, and number of lots (individual contracts), if any, are provided in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day .

2. Source of Funds

2.1 Payments under this contract will be financed by the source Specified in the BDS.

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

- Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

- Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

3.2 The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

(a) "corrupt practice "means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the

execution of a contract;

(c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3 If the Purchaser found any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4. Eligible Bidders

4.1 All bidders shall possess legal rights to supply the Services under this contract.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Bidding Documents; or

(b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of in eligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, www.npa.gov.lk .

4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

5. Eligible Services and Related Services

5.1 All Services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute(SLSI) .In the absence of such standards, the Services supplied shall be complied to other internationally accepted standards

Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Eight Sections, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

Sections

- Section I. Instructions to Bidders (ITB
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. Conditions of Contract (CC)
- Section VII. Contract Data
- Section VIII. Contract Forms
- Invitation For Bid

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

7.2 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in English language.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Services and Related Services conform to the Bidding Documents;

d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

e) Any other document required in the BDS.

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the Services it proposes to supply under the Contract.

14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item.

However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or pay able by the Supplier:

(a) on components and raw material used in the manufacture or assembly of Services quoted; or

(b) on the previously imported Services of foreign origin

(ii) However, VAT shall not be included in the price but shall be indicated separately;

(iii) the price for inland transportation, insurance and other related services to deliver the Services to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be pay able only in Sri Lankan Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms

17. Documents Establishing the Conformity of the Services and Related Services

17.1 To establish the conformity of the Services and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section-V, Technical Specifications) of the essential technical and performance characteristics of the Services and Related Services, demonstrating substantial responsiveness of the Services and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services during the period if specified in the BDS following commencement of the use of the Services by the Purchaser.

18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) A Bidder that does not manufacture or produce the Services it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Services to supply these Services;

(b) that, if required in the BDS , in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts - stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) That the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid until the date **specified in the BDS**. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.gov.lk.

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) be pay able promptly up on written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS

20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible up on the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub- Clause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 42;

(ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if there are signed or initiated by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1 ;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

23.2 The Purchaser may, at its discretion, extend the dead line for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned

unopened to the Bidder.

25. Withdrawal, and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WIT HDRAWAL," or "MODIFICAT ION;" and

(b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only up on notification of contract award to the successful bidder in accordance with sub clause 41.1..

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with

ITB Sub- Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission is one that:

a) affects in any substantial way the scope, quality , or performance of the Services and Related Services specified in the Contract; or

b) limits in any substantial way , inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid issubstantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity , the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid- Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub- Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the **Contract Data** have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section-V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic Preference

34.1 Domestic preference shall be a factor in bid evaluation only if stated in the BDS. If domestic preference shall be a bid-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

35. Evaluation of Bids

35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots, as **specified in the BDS** the Bid Price as quoted in accordance with clause 14;
(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

(d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

(e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors sted in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Services and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based up on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative termination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

39. Award Criteria

39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Purchaser's Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Services and Related Services originally specified in Section-V, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of Contract

42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

43. Performance Security

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section-VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

Section II. Bidding Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
<tr><th>ITB Clause Reference</th><th>A. General</th></tr>
<tr><td>ITB 1.1</td><td>
The Purchaser is: Project Director

Trade National Single Window System Project,
219A, Block 02, 2nd Floor, BMICH,
Colombo 07

The Trade National Single Window System Project invites sealed bids from eligible and qualified bidders for the Procurement of IT Hardware and Peripherals for TNSW System under Contract No. NSW/2026/2.8

Lots and Quantities
<table>
<tr><th>Lot</th><th>Item ID</th><th>Description of Goods</th><th>Qty.</th></tr>
<tr><td rowspan="2">Lot 01</td><td>a</td><td>Desktop Computers</td><td>105</td></tr>
<tr><td>b</td><td>Laptops</td><td>28</td></tr>
<tr><td>Lot 02</td><td>c</td><td>Printers</td><td>34</td></tr>
<tr><td>Lot 03</td><td>d</td><td>Tablets</td><td>25</td></tr>
</table>
Bids shall be evaluated Lot-wise.

A bidder may submit a bid for:
o One Lot;
o More than one Lot; or
o All Lots.

The bidder shall quote for the full quantity specified for every Lot.
</td></tr>
<tr><td>ITB 2.1</td><td>
Source of Funds

The procurement will be financed by the Government of Sri Lanka (GoSL).
</td></tr>
<tr><td>ITB 4.3</td><td>
Eligibility

A bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), Ministry of Finance, Planning and Economic Development, as at the date of submission of bids or at the date of contract award, shall be disqualified.

The bidder shall also comply with all eligibility and qualification requirements specified in this Bidding Document.
</td></tr>
</table>

ITB 4.4[1]	*Foreign bidders are not allowed to participate in bidding.*
	B. Contents of Bidding Documents
ITB 7.1	**Clarification of Bidding Documents** For the purpose of requesting clarifications regarding this Bidding Document, bidders shall contact: **Attention:** Procurement Specialist **Trade National Single Window System Project** 219A, Block 02, 2nd Floor, BMICH Colombo 07 **Telephone:** 011-2696947 **Email:** nsw@tipd.treasury.gov.lk
ITB 7.2	**Pre-Bid Meeting** A Pre-Bid Meeting will be held as follows: **Date:** 25th November 2026 **Time:** 10:30 Hrs. (10:30 a.m.) **Venue:** Project Implementation Unit (PIU) Trade National Single Window System Project 219A, Block 02, 2nd Floor, BMICH Colombo 07
	C. Preparation of Bids
ITB 11.1 (e)	The Bidder shall submit the following additional documents: 1. Copy of Certificate of Business Registration The Bidder must be a company registered in Sri Lanka for a period of **more than eight (08) years.** (Provided with original documents defining the constitution or legal status, place of registration, and principal place of business) The bidder or manufacturer shall have been in the business as of the **nature of the goods and services of this contract at least a period of last five (05) years (2020-2025).** Documentary evidence shall be submitted with the Bidding Document.

[1] Insert only for foreign funded projects or only when foreign bidders are allowed to participate under GOSL funded projects.

<table>
<tr><td></td><td>2. The authorization shall be given to the person who signs the bid and other documents in terms of a Resolution made by the Board of Directors supported by a Power of Attorney (POA) for this bid.
3.</td></tr>
<tr><td>ITB 13.1</td><td>Alternative or Option Bids shall not be considered. One bid is allowed for a bidder.</td></tr>
<tr><td>ITB 14.3</td><td>Bidders are allowed to submit bid whole package of lots of contracts or combination of lots of contracts or single lot however, bidders shall submit 100% of quantity of lot/lots of those being bid on.

<table>
<tr><th>Lot</th><th>Item ID</th><th>Type</th><th>Qty.</th></tr>
<tr><td rowspan="2">Lot 01</td><td>a</td><td>Desktop Computers</td><td>105</td></tr>
<tr><td>b</td><td>Laptops</td><td>28</td></tr>
<tr><td>Lot 02</td><td>c</td><td>Printers</td><td>34</td></tr>
<tr><td>Lot 03</td><td>d</td><td>Tablets</td><td>25</td></tr>
</table></td></tr>
<tr><td>14.5</td><td>The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation.

A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.</td></tr>
<tr><td>ITB 17.3</td><td>3-year Period of time the comprehensive maintenance and warranty Services are expected</td></tr>
<tr><td>ITB 18.1 (b)</td><td>Manufacture’s Authorization should be submitted

4. The Bidder should be an Authorized Service Provider of the Original Equipment Manufacturer for offered products. Proof of the same should be enclosed with the bid together with the contact details of the Original Equipment Manufacturers and if applicable their local agent / distributors. Equipment that are not manufactured/offered by the Bidder himself, Manufacturer’s Authorization letters from original manufacturer should strictly be provided with the bid using the format / template provided in this bidding document, and if not attached, the bid offer shall be treated as a non-responsive bid.

The comprehensive warranty should be minimum 3 years</td></tr>
<tr><td>ITB 19.1</td><td>The bid shall be valid until. 04th March 2027 (91 days from the opening of bids)</td></tr>
<tr><td>ITB 20.1</td><td>Bid shall include a Bid Security on the format included in Section-IV</td></tr>
</table>

ITB 20.2

Bid Security

A Bid Security shall be submitted for **each Lot separately** for which the bidder submits a bid.

The Bid Security shall:

- Be issued by a bank approved by the **Central Bank of Sri Lanka;**
- Be in the prescribed format included in Section IV;
- Be made in favour of the **Project Director, Trade National Single Window System Project;** and
- Remain valid for the period specified in this Bidding Document.

Bid Security by Lot

Lot	Item ID	Type	Qty.	Bid Security (Valid until 01st April 2027)
Lot 01	a	Desktop Computers	105	665,000.00
	b	Laptops	28	
Lot 02	c	Printers	34	51,000.00
Lot 03	d	Tablets	25	20,000.00

Bid Security Valid Until: 01st April 2027

A bidder submitting bids for more than one Lot shall provide a separate Bid Security for each Lot.

Failure to provide the required Bid Security in the prescribed form and amount for a Lot may result in the bid for that Lot being rejected as non-responsive.

D. Submission and Opening of Bids

ITB 22.2(C)

Submission of Bids

Deadline for Submission of Bids

Date: 03rd December 2026
Time: 14:00 Hrs.

Bids shall be submitted to:

Attention: Project Director
Project Implementation Unit (PIU)
Trade National Single Window System Project
219A, Block 02, 2nd Floor, BMICH, Colombo 07

ITB 23.1	**For bid submission purposes, the Purchaser's address is: Venue:** Project Implementation Unit (PIU) Trade National Single Window System Project 219A, Block 02, 2nd Floor, BMICH Colombo 07 **Date:** 03rd December 2026 **Time:** 14:00 Hrs.
ITB 26.1	**Bid Opening** Bids will be opened immediately following the deadline for submission of bids at:03rd December 2026
	E. Evaluation and Comparison of Bids
ITB 35.3(a)	**Bidding Arrangements** Bidders are permitted to submit bids for one or more Lots. Each Lot shall constitute a complete package for evaluation purposes. A bidder submitting a bid for a Lot shall offer the complete quantity specified for that Lot. No bidder shall submit alternative or option bids. **Only one bid shall be submitted by each bidder.** A bidder may, however, include more than one Lot within that single bid.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: of *(a)* Deviation in Delivery schedule: Applicable for whole Lots Option 1 is selected and the adjustment is: ***Not Applicable*** *(b)* Deviation in payment schedule : ***Not Applicable*** *(c)* Specific additional Criteria : ***Not Applicable***
ITB 35.4	The following factors and methodology will be used for evaluation: **1. Eligibility** **Bidder Eligibility** ● A bidder declared ineligible by the National Procurement Agency (NPA), Ministry of Finance, Planning and Economic Development, as at the date of bid submission or contract award, shall be disqualified. ● The bidder should have completed at least two similar contracts for the supply, installation and commissioning of proposed product/s in a single contract within the last five years. (Shall submit documentary evidence demonstrating such experience)

	Product Eligibility 2. All offered products should be from an OEM brand continuously established in the global market for at least 10 years. Rebranded or white-label products will not be accepted. **Evaluation and Qualification Criteria for Bidders** **Experience in the Relevant Business** 2.1. The Bidder shall have at least five (05) years of experience in the business relevant to the goods and services covered by this procurement, covering the period 2020–2025. 2.2. The Bidder shall submit documentary evidence demonstrating such experience. **3. Financial Capacity** **3.1. Minimum Average Annual Turnover** The Bidder shall demonstrate the following minimum average annual turnover requirements for the relevant lots: **Lot 01** The Bidder shall have achieved an average annual turnover of not less than **LKR 75,000,000.00 (Sri Lankan Rupees Seventy-Five Million)** during the three (03) financial years covering the period 2022–2025. **Lots 02 and 03** The Bidder shall have achieved an average annual turnover of not less than **LKR 20,000,000.00 (Sri Lankan Rupees Twenty Million)** during the three (03) financial years covering the period 2022–2025. The Bidder shall submit documentary evidence together with a summary of its annual turnover for the relevant financial years. **3.2. Minimum Liquidity Assets** The Bidder shall demonstrate the availability of the following minimum liquidity assets for the relevant lot or lots: • **Lot 01:** LKR 25,000,000.00 (Sri Lankan Rupees Twenty-Five Million). • **Lots 02 and 03:** LKR 3,000,000.00 (Sri Lankan Rupees Three Million). The Bidder shall submit documentary evidence, together with a summary of the available liquidity assets, demonstrating compliance with the applicable requirement.

	3.3. Audited Financial Statements The Bidder shall submit certified copies of its audited financial statements for the five (05) relevant financial years covering the period 2020–2025, as applicable to the Bidder's financial year-end. The financial statements shall be used to substantiate the Bidder's financial capacity and average annual turnover. **4. Technical and Service Capacity** 4.1. The Bidder shall demonstrate that it has competent, adequately qualified, and experienced professional technical personnel capable of providing maintenance, warranty, repair, and technical support services for the equipment supplied. 4.2. The Bidder shall submit documentary evidence demonstrating: • The availability and qualifications of competent technical personnel. • The capacity to provide continuous technical support and maintenance services at the designated locations. • The ability to respond promptly to service requests during the warranty period. • The availability of the necessary technical resources, facilities, and support arrangements to fulfil the contractual obligations. **5. Manufacturer / OEM Authorization** 5.1. The Bidder shall be an Authorized Service Provider, Authorized Partner, Authorized Reseller, or otherwise duly authorized representative of the Original Equipment Manufacturer (OEM), as applicable to the products offered. 5.2. Documentary evidence of such authorization shall be submitted with the bid. 5.3. Where the equipment is not manufactured or offered directly by the Bidder, the Bidder shall submit a Manufacturer's Authorization Letter issued by the OEM in the format or template included in this Bidding Document, where such a template is provided. **6. Relevant Supply Experience** 6.1. The Bidder and/or the OEM, as applicable, shall submit documentary evidence demonstrating experience in supplying relevant machines, equipment, or comparable goods during the last five (05) years, covering the period 2020–2025. 6.2. Such evidence may include, but is not limited to:

- Copies of contracts or purchase orders. **(at least one similar contract (in size and nature) for the supply, installation and commissioning of proposed product/s in the Lot in a single contract within the last three years)**
- Certificates of successful completion or satisfactory performance.
- Customer references or acceptance certificates.
- Other verifiable documentary evidence of relevant supplies.

7. Non-Blacklisting Declaration

The Bidder, including its subsidiaries and affiliated companies, shall not have been blacklisted or debarred by any government institution during the ten (10) years preceding the applicable eligibility assessment date, covering the period 2015–2025.

The Bidder shall submit a signed declaration confirming compliance with this requirement. The Purchaser reserves the right to verify the information provided.

WARRANTY, MAINTENANCE AND AFTER-SALES SERVICE

Comprehensive Warranty

The bidder shall provide a minimum **three (3) year comprehensive international warranty** for the supplied equipment, unless a longer warranty period is specified in the relevant Technical Specification.

The warranty shall cover defects in materials, workmanship and performance under normal operating conditions.

Warranty and Maintenance Support

The bidder shall have adequate capacity to provide continuous technical support and maintenance services throughout the warranty period.

Service Level requirement

Service level requirement for all products offered

Response time	4hrs upon the complaint through the designated channel (Bidder should clearly define the designated complaint management channel)
Resolution time	Critical Incidents – 24 hours: Incidents where the unit is completely non-functional, preventing the client from carrying out any services. Medium Incidents – 96 hours: Incidents that do not affect the

		client's core business operations but disrupt the efficient functioning of one or more users.
	Standby replacements	The service provider must provide a standby system/unit in the event of a critical incident where the faulty unit cannot be repaired or restored to operational condition within 24 hours.

Spare Parts

The bidder shall demonstrate the availability of spare parts and technical support for the offered equipment for a minimum period of **five (5) years.**

Documentary evidence or manufacturer's confirmation shall be provided where required

Section III. Evaluation and Qualification Criteria

EVALUATION CRITERIA (ITB 35.3 (d))

EVALUATION AND COMPARISON OF BIDS

Lot-Wise Evaluation

Evaluation shall be conducted **separately for each Lot.**

A bidder may be awarded one or more Lots, subject to:

- Compliance with the qualification requirements;
- Technical responsiveness;
- Financial capacity;
- Availability of required resources;
- Compliance with the specified quantities;
- Compliance with delivery requirements; and
- The bidder's demonstrated capacity to perform the contract(s).

The Purchaser reserves the right to evaluate each Lot independently in accordance with the applicable procurement procedures.

Evaluation Criteria

The following criteria shall be considered during the evaluation of bids:

Completeness of the bidding forms in Section IV and the Schedules in Section V;

Submission of a duly signed Form of Bid and all other required forms;

Compliance with the Schedule of Requirements (SOR);

Compliance with the specified technical requirements and applicable international standards;

Compliance of submitted brochures, catalogues and technical literature with the technical specifications;

Price and discounts offered by the bidder;

Availability of spare parts for a minimum period of five (5) years;

Submission of all additional documents required under the applicable ITB provisions;

Delivery period;

Technical support and service capability;

Warranty period and warranty support; and

Technical Responsiveness

The technical evaluation shall determine whether the goods offered by the bidder substantially comply with the requirements specified in the Technical Specifications and Schedule of Requirements.

The bidder shall clearly indicate the exact make, model and configuration offered.

Any deviation from the specified requirements shall be clearly identified and explained.

Conditional bids shall not be accepted where the condition materially affects the bidder's ability to meet the Purchaser's requirements.

Delivery Period

The bidder shall clearly state the **exact delivery period** for each Lot quoted.

The delivery period shall be calculated from the date specified in the Contract.

Form III/1

Qualification Information

(To be completed by the bidder and submitted with the Bid; provide only the information requested under instruction to bidders)

1	**Business Registration** Registration number	(attach certified copies as annexure)
2	**VAT Registration Number**	(attach certified copies as annexure)
3	**Legal Status** (Sole proprietor, Partnership, Company etc,)	(attach certified copies as annexure)
4	**Authorized Signatory**	* If a sole proprietorship signed by owner (attach a copy of a Business Registration certificate) * if a Partnership (attach certified copy of power of Attorney as annexure) * If a Limited liability Company - (attached a copy of form 20 and Board Resolution certified by the Company Secretary)
5	**Statement of Account**	Immediate Last three Years (attach certified copies as annexure)

Name of Bidder ..... **Date**: .....

.....

Signature ..... **Common seal of Bidder**

Form: III/2

Background of Supplier

01. Name of Supplier: ……

02. Address of Head office: ……...

03. Legal Status: ……..……

04. Place and Date of Establishment: ……
……

05. Main Lines of Business:

(1) …….. Since: ……

(2) …… Since: ……

(3) …… Since: ……..

Place …….. ……

The Representative (Rubber stamp)

Date: ……

Form: III/3

Financial Status of Service Provider / Local Agent

The Bidder shall furnish documentary evidence of financial status.

Signed letter of assurance for availability of financial capability to perform the service continuously with adhering to the terms of payments mentioned in the bidding documents

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Form No: III/4

Experience Record

01. Business experience of the Supplier under the present Business Name:

……..

……..

……..

02. Total number of years' experience in supply of:

03. Experience as a prime supplier during the last 3 years.

Description	Period	No. of Units	Value	Name of Purchaser	Year

04. Ability to provide After Sales Service:

(a) Organization of Local Agent

Background Information

_____ _____

Place and Date the Representative (*Rubber Stamp*)

(1) Attach copies of evidence.

Section IV. Bidding Forms

1. Bid Submission Form

2. Price Schedule

3. Bid Security Format

1. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions will accept.]

Date:

To:

Chairman, Project Procurement Committee
Trade National Single Window System Project

219A, Block 02, 2nd Floor, BMICH,

Colombo 07

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [* insert a brief description of the Goods and Related Services];

……

……

(c) **The total price of our Bid, including any discounts offered is**: [insert the total bid price in figures and words];

Lot No	**Description**	**Quantity**	**Total Amount in Figures without VAT (Rs)**	**Total VAT if any in Figures (Rs)**	**Total Amount with VAT in Figures (Rs)**	**Total Amount with VAT in Words (Rs)**
Lot 01	Desktop Computers	105				
	Laptops	28				
Lot 02	Printers	34				
Lot 03	Tablets	25				

(d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 19.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;

(f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency; Ministry of Finance, Planning and Economic Development and the World Bank.

(h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: ……..

[insert signature of person whose name and capacity are shown]

In the capacity of ……..

[insert legal capacity of person signing the Bid Submission Form]

Name: ……

[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:……

[insert complete name of Bidder]

Dated on ……. day of …… ……, …….

[insert date of signing]

2. Price Schedule

1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*
			Goods and related Services offered within Sri Lanka (in Sri Lankan Rupees)						
Lot No.	Description	Quantity	Unit price (inclusive of duties, sales and other taxes) Excluding VAT	Price per line item (Col. 3x4)	Insurance and other services if not in column 04	Total Price Excluding VAT (Col 5+6)	Discounted Total price (if any) excluding VAT	VAT	Total Price Including VAT (Col. 7+9 or 8+9)
Lot 01	Desktop Computers	105							
	Laptops	28							
Lot 02	Printers	34							
Lot 03	Tablets	25							

VAT Reg. No.: ……..……

We do here by agree to supply the above …… as quoted in the price schedule and according to standard general conditions, General Requirements and specifications in the Bidding Document which I have read and understood and agreed.

Date this …….. Day of …….. **2026.**

Signature of the Bidder …….. in the capacity of ……. ……**(Affix common seal of the Bidder)**

Name of the Bidder: Signature of the Bidder…….

Date:

3. Bid Guarantee

[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

…… *[insert issuing agency's name, and address of issuing branch or office]* ……

***Beneficiary:**

Project Director, Trade National Single Window System Project
219A, Block 02, 2nd Floor, BMICH, Colombo 07

Date: …… *[insert (by issuing agency) date]*
BID GUARANTEE No.: ……. *[insert (by issuing agency) number]*

We have been informed that ……. *[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (Hereinafter called "the Bidder") has submitted to you its bid dated --------- *[insert (by issuing agency) date]* (hereinafter called "the Bid") for the …….. Project Implementation Unit (PIU),
under Invitation for Bids No. ……. *[insert IFB number]* ("the IFB").
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we … …… …… …… …… …… … … …. … … …… *[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of …… *[insert amount in figures]* …… …… …… …… *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified; or
(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
(c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to ------…….. *(insert date)*Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date._

[signature(s) of authorized representative(s)]

Section V : Schedule of Requirements

Section V. Schedule of Requirements

1. List of Services and delivery Schedule

2. List of Related Services and Completion Schedule

3. Technical Specifications

5. Inspection and Tests

1. List of Services and Delivery Schedule

Schedule of Requirement

Item	Description of Goods	Quantity	Final (Project Site) Destination as specified				Delivery Date from Letter of Acceptance
			(SLTB)	(CDA)	(NPQS)	(FCAU)	Delivery Date
Lot 01	Desktop Computers	105	3		84	18	90 Days from LOA
	Laptops	28	3	8	17		
Lot 02	Printers	34	1	1	27	5	
Lot 03	Tablets	25	12		11	2	

Delivery Locations

1) Sri Lanka Tea Board, 574 Galle Rd, Colombo 03 (SLTB)
2) Coconut Development Authority, No 54 Nawala Road, Narahenpita (CDA).
3) National Plant Quarantine Service, Agriculture Department, Canada friendship Road, Katunayake (NPQS)
4) Food Control Administration Unit, First Floor, No. 106, Dudley Senanayake Mawatha, Colombo 08 (FCAU)

Name of Bidder: ……. Date: …….

Signature : ……. **Common seal of Bidder**

2. List of Related Services and Completion Schedule

3. Technical Specification & Compliance

LOT - 01

Specification for …..

1. The specification must be complete in all respect with correct information on items offered.
2. Documentary proof is required for all the specification.
3. Bidding Document will be rejected without any query considering as non-responsive.

a. If the specification is incomplete and leaves the vital information blank.

b. If the specification includes information that is contradicted elsewhere in the form of any attachment. All the Specification mentioned above and conditions stated in this Bidding Document is read, understood and agreed. If offered the Contract we agreed to supply the …… which complies with the specification as stated above by us.

We certify that the above particulars are correct and we agreed to supply same if we are awarded the contract.

Bidder's Name : ……

Signature : …… (Affix official seal)

a. Desktop computers, accessories and software

Component	Minimum procurement specification	Bidder's Response ("Yes" or "NO")	Comment/s on the offer
Make & model	Should be internationally reputed brands only (Please specify) **EoL products should not be quoted**		
Country of Origin	Please specify		
Country of Manufacture	Please specify		
Year of Manufacture	Please specify		
Type	Business-class small-form-factor desktop.		
Processor	Intel Core i5 14500 or Intel Core Ultra 5 processor with minimum 14 cores up to 5.0 GHz or better		
Chipset	Intel Q670 or better		
Memory	16 GB DDR5, expandable to at least 32 GB.		
Storage	512 GB SSD or better.		
Graphics	Intel Ultra HD Integrated graphics		
Network	Gigabit Ethernet. Built In Wi-Fi should be available		
Ports	At least 6 USB ports, including 2 front-facing ports, plus HDMI or DisplayPort.		
Operating system	Windows 11 Pro or Enterprise 64-bit, supplied on a currently supported release. - Pro factory pre-installed by the OEM, with the licence embedded in firmware and an OEM declaration of licence.		
Other software	Anti-Virus software shall be installed (3-year license) OpenOffice package should be installed		
Power supply	180W or better.		
Warranty	At least three years onsite comprehensive warranty(Labor & Spare Parts); . Next Business Day support		

Monitor / stands	Minimum 24-inch Full HD monitor		
Mouse/Key board /webcam/ headset	Wired keyboard and optical mouse should be provided,		
UPS	1,000 VA line-interactive UPS with automatic voltage regulation, overload protection and 10 to 15 minutes minimum runtime.		

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b. Laptop computers

Component	Minimum procurement specification	Bidder's Response ("Yes" or "NO")	Comment/s on the offer
Make & model	Should be internationally reputed brands only (Please specify) **EoL products should not be quoted**		
Country of Origin	Please specify		
Country of Manufacture	Please specify		
Year of Manufacture	Please specify		
Form factor	Business-class laptop with 15.6-inch display or higher.		
Processor	Intel Core Ultra 5 225U or better		
Memory	16 GB DDR5, expandable to 32 GB.		
Storage	512 GB SSD M.2 or better.		
Display	1920 x 1080 Full HD anti-glare display or better		
Graphics	Integrated Intel graphics.		
Camera and audio	720p HD webcam , microphone array and integrated speakers.		
Connectivity	Wi-Fi 6 or 6E, Bluetooth 5.2 or later, and Gigabit Ethernet directly or through a supplied adapter or dock.		

Ports	At least 2 USB-A ports, 1 USB-C port supporting charging and display output, HDMI and audio.		
Battery	At least 45 Wh and a manufacturer-rated working time of 8 hours or more.		
Security	TPM 2.0, UEFI Secure Boot, hardware-backed disk encryption, BIOS password capability and chassis lock facility.		
Operating system	Windows 11 Pro or Enterprise 64-bit, supplied on a currently supported release. - Pro factory pre-installed by the OEM, with the licence embedded in firmware and an OEM declaration of licence.		
Weight	Preferably 1.8 kg or less, excluding charger.		
Warranty	At least three years onsite comprehensive warranty (Labor and Parts), Next business day support		
Accessories	Carrying bag, mouse, 65 W or higher charger		

c. Multifunctional Printers (Print, Copy, Scan)

Component	Minimum procurement specification	Bidder's Response ("Yes" or "NO")	Comment/s on the offer
Make & model	Should be internationally reputed brands only (Please specify) **EoL products should not be quoted**		
Country of Origin	Please specify		
Country of Manufacture	Please specify		
Year of Manufacture	Please specify		
Technology	A4 monochrome network laser printer.		
Functions	Print, Copy, Scan		
Print			
Print speed	Minimum 30 ppm A4 pages or higher		
Resolution	600 x 600 dpi or better, sufficient for clear QR codes, barcodes and fine text.		
Duplex	Automatic two-sided printing.		
Paper handling	At least 250-sheet cassette		
Auto Document Feeder	30 sheets or more		
Paper sizes	A4, A5 and letter		
Scan			
Scan Speed	Up to 20ppm		
Scan Resolution	600 x 600 dpi or better		
Copy			
Copy Speed	Up to 30cpm		
Copy Resolution	600 x 600 dpi or better		

Other			
Connectivity	USB, Gigabit Ethernet and built-in Wi-Fi		
Workload	Recommended monthly volume of at least 30,000 pages.		
Consumables	High-yield should be at least 3,000 pages (Starter toner should be provided)	Hardware	
Cost Per Copy (CPC)	CPC sheet should be included		
Drivers	PCL6 and PostScript-compatible driver support.		
Warranty	At least three years comprehensive on-site warranty (Labor and Parts)		

d. Tablets

Component	Minimum procurement specification	Bidder's Response ("Yes" or "NO")	Comment/s on the offer
Make & model	Should be internationally reputed brands only (Please specify) **EoL products should not be quoted**		
Country of Origin	Please specify		
Country of Manufacture	Please specify		
Year of Manufacture	Please specify		
Display	10-to-11-inch display, minimum 1920 x 1200 resolution; 450 nits preferred.		
Processor	Enterprise-supported 64-bit mobile processor.		
Memory and storage	At least 8 GB RAM and 128 GB storage.		
Connectivity	Wi-Fi 6, Bluetooth 5.2, and 4G or 5G with a physical SIM		
Cameras	Rear autofocus camera of at least 12 MP with flash; front camera of at least 5 MP.		
Battery	At least 10 hours of normal use or approximately 7,000 mAh.		
Port	USB-C with charging support.		
Durability	IP65 or better rugged device, or commercial tablet with certified rugged case and screen protector.		
Accessories	Active stylus, rugged case, hand strap, and charger where required.		
Support	At least three years of security updates remaining at delivery and a three-year warranty.		
Warranty	At least three years comprehensive on-site warranty (Labor and Parts)		

5. Inspections and Tests

The following inspections and tests shall be performed:

5.1 Inspection and Testing:

Inspection and testing at Office of the Project Director Completion of Delivery

All **……**shall be subjected to inspections and testing by a **Technician or Team of Experts appointed by the Project Director, TNSWSP** to ensure that the **All computers** are conform to the Contract. Inspection will be done after completion of installation for the item if such installation is as a part of supply.

All computers found to be defective by the **Expert or Team of Experts appointed by the Project Director, TNSWSP** shall be removed and replaced in accordance with the contract at the supplier's expenses and in a manner satisfactory to the **Expert or Team of Experts appointed by the Project Director, TNSWSP**

5.2 Certificate

a) Conformity Certificate.

As soon as all the **All Computers** stated in the Contract have been delivered to the **Expert or Team of Experts appointed by the Project Director, TNSWSP** shall carry out an inspection and/or tests required under the terms of the Contract. If he satisfied that the supplied **computers** confirmed to the specification and Contract then he shall issue Conformity Certificate, where he shall certify the date on which the said **Expert or Team of Experts appointed by the Project Director, TNSWSP** have been accepted by the **Purchaser as ready for the Service** and confirmed by the purchaser.

b) Final Acceptance Certificate

Application for the final Acceptance Certificate may be made to the **Expert or Team of Experts appointed by the Project Director, TNSWSP** by the supplier at any time after the supplier has ceased to be under any other obligation stipulated in Clauses in Technical specification (Section V) Maintenance Guarantee and / or Warranty, and only upon issuance of such Final Acceptance Certificate by **Expert or Team of Experts appointed by the Project Director, TNSWSP** obligations of the supplier shall be ceased. The Contract shall not be considered as completed until a Final Certificate shall have been signed by the **Expert or Team of Experts appointed by the Project Director, TNSWSP** and delivered to the purchaser stating that the supplies contracted for have been completed and maintained to his satisfaction.

Section VI : Conditions of Contract

Section VI. Conditions of Contract

1.	Definitions	1.1 the following words and expressions shall have the meanings hereby assigned to them: a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. c) "Contract Price" means the price pay able to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. d) "Day" means calendar day. e) "Completion" means the fulfilment of the supply of Services to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. f) "CC" means the Conditions of Contract. g) "Services" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. h) "Purchaser" means the entity purchasing the Services and Related Services, as specified in the Contract Data. i) "Related Services" means the services incidental to the supply of the Services, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Services to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. l) "The Project Site," where applicable, means the place named in the Contract Data.
2.	Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3.	Fraud and Corruption	3.1 The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy i). "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly , of anything of value to influence the action of a public official in the procurement process or in contract execution; ii). "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

		iii). "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and iv). "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
4.	Interpretation	4.1 If the context so requires it, singular means plural and vice versa. 4.2 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract. 4.3 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 4.4 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5.	Language	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern. 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6.	Joint Venture, Consortium or Association	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7.	Eligibility	7.1 All Services supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Services supplied shall be complied to other internationally accepted standards, such as British Standard
8.	Notices	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term "in writing" means communicated in written form with proof of receipt. 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9.	Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10.	Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995. 10.3 Notwithstanding any reference to arbitration herein, a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.
11.	Scope of Supply	11.1 The Services and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12.	Delivery and Documents	12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Services and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13.	Supplier's Responsibilities	13.1 The Supplier shall supply all the Services and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14.	Contract Price	14.1 Prices charged by the Supplier for the Services supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
15.	Terms of Payment	15.1 The Contract Price shall be paid as specified in the Contract Data. 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and up on fulfilment of all other obligations stipulated in the Contract. 15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16.	Taxes and Duties	16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Purchaser.

17.	Performance Security	17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (28) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract. 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lank a Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser. 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty -eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18.	Copyright	18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.
19.	Confidential Information	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19. 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20.	Subcontracting	20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.
21.	Specifications and	21.1 Technical Specifications and Drawings

	Standards	a) The Services and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section- V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Services' country of origin.
		a) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser. b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.
22.	Packing and Documents	22.1 The Supplier shall pack the Services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
23.	Insurance	23.1 Unless otherwise specified in the Contract Data, the Services supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
24.	Transportation	24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Services shall be a responsibility of the supplier.
25.	Inspection and Tests	25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Services and Related Services as are specified in the Contract Data. 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Services' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Services comply with the technical specifications' codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such

		test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 25.7 The Purchaser may reject any Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, up on giving a notice pursuant to CC Sub-Clause 25.4. 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26.	Liquidated Damages	26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Services by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.
27.	Warranty	27.1 The Supplier warrants that all the Services are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Services shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data. 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 27.5 Up on receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or rep lace the defective Services or parts thereof, at no cost to the Purchaser. 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at

		the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
28.	Patent Indemnity	28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney 's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: a) the installation of the Services by the Supplier or the use of the Services in the country where the Site is located; and b) the sale in any country of the products produced by the Services. Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 28.3 If the Supplier fails to notify the Purchaser within twenty - eight (28) day s after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed b 28.5 y or on behalf of the Purchaser.

29.	Limitation of Liability	29.1 Except in cases of criminal negligence or wilful misconduct, a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of rep airing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
30.	Change in Laws and Regulations	30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.
31.	Force Majeure	31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32.	Change Orders and Contract Amendments	32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: a) drawings, designs, or specifications, where Services to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier. 32.2 If any such change causes an increase or decreases in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery /Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty -eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed up on in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
33.	Extensions of Time	33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Services or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 33.2 Except in case of Force Majeure, as provided under Clause 31,a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agree upon, pursuant to CC Sub-Clause 33.1.

34.	Termination	34.1 Termination for Default a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i). if the Supplier fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33; (ii). if the Supplier fails to perform any other obligation under the Contract; or (iii). if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract. b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, up on such terms and in such manner as it deems appropriate, Services or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Services or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. 34.2 Termination for Insolvency. a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser 34.3 Termination for Convenience. a) The Purchaser, by notice sent to the Supplier, may terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective. b) The Services that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, the Purchaser may elect: (i). to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services and Related Services and for materials and parts previously procured by the Supplier.
35.	Assignment	35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII : Contract Data

Section VII. Contract Data

The following Contract Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

CC Clause Reference	
CC 1.1(h)	The Purchaser is: Project Director Trade National Single Window System Project, 219A, Block 02, 2nd Floor, BMICH, Colombo 07
CC 1.1(i)	"Related Services" : **1.** ….. **2.** Signed List of Related Services and Completion Schedule in the Bid.
CC 1.1 (l)	The Project Site(s)/Final Destination(s) is/are: Trade National Single Window System Project, 219A, Block 02, 2nd Floor, BMICH, Colombo 07
CC 8.1	For **notices**, the Purchaser's address shall be: Attention : **Project Director** Address : Project Implementation Unit (PIU), Trade National Single Window System Project, 219A, Block 02, 2nd Floor, BMICH, Colombo 07 Telephone : **011 2696947**
CC 15.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
CC 17.1	A Performance Security Shall **be Required** **The amount will be 10 % of the Total Contract price**
CC 25.1	The inspections and tests shall be: **As per Content under Item (5) in Section V. Inspection and Tests**
CC 25.2	The Inspections and tests shall be conducted at: given Address or **At a Location Decided by the Project Director**
	The liquidated damage shall be: **1.0** % per week:
CC 26.1	The maximum number of liquidated damages shall be: **10** %

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement

2. Performance Security

3. Bank Guarantee for Advance Payment

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [*insert : **Number***] day of *[insert : **month**], [insert: **Year**]*

BETWEEN

(1) [insert complete name of Purchase], a [insert description of type of legal entity, for example, an agency of the …… …… …… or corporation and having its principal place of business at [*insert address of purchaser]* (hereinafter called "the Purchaser") and

(2) [insert name of Supplier], a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of supplier]* hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Services and ancillary service, viz., ***Supplying …….. to Project Implementation Unit, as specifications.***
under Invitation for Bids No. **……..** and has accepted a Bid by the Supplier for the supply of those Services and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency (ies)* (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchase and the Supplier, and each shall be read and constructed as an integral part of the Contract:
   (a) This Contract Agreement;
   (b) The Purchaser's Notification of Award.
   (c) Contract Data;
   (d) Conditions of Contract;
   (e) Technical Requirements (including Schedule of Requirements and Technical Specifications);
   (f) List of Related Services and Completion Schedule.
   (g) The Supplier's Bid and original Price Schedules;

3. This contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents., then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Suppliers as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Services and Services and to remedy defects there in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITHNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For and on behalf of the Supplier.

Signed :*[insert signature of authorized representative (s) of the Supplier]*
In the capacity of *[insert title or other appropriate designation]*
In the presence if *[insert identification of official witness]*

Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

---------- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* ----- --- --- --- --- --- --

Beneficiary: - **Project Director**
Trade National Single Window System Project
Department of Trade and Investment Policy of Ministry of Finance, Planning and Economic Development, 219A, Block 02, 2nd Floor, BMICH, Colombo 07

Date: ----------

PERFORMANCE GUARANTEE No.: ----------

We have been informed that ---------- [*name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ……..**– Lot - …** *dated* ……..with you, for the ***Supplying …… to Project Implementation Unit (PIU), as specifications*** (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ---------- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceed in g in total an amount of ---------- *[amount in figures]* (----------) *[amount in words],* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, up on receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. day of ……, 20.. *[Insert date, 28 days beyond the scheduled completion date including the warranty period]* and any demand for payment under it must be received by us at this office on or before that date.
[Signature]

Annexure III of Chapter 01

Non-collusion Affidavit

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows;

a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;

b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and

c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid.

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me) on this …. day of … at …

BEFORE ME,

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS